

EXHIBIT 1

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:

Sears Holdings Corporation, *et al.*

Debtors.

Chapter 11

Case No. 18-BK-23538 (RDD)

Jointly Administered

**[PROPOSED] ORDER (1) FINDING THE AUTOMATIC STAY INAPPLICABLE TO
THE ADVANCEMENT OF DEFENSE COSTS UNDER A SIDE A D&O INSURANCE
POLICY OR (2) ALTERNATIVELY, LIFTING THE STAY UNDER 11 U.S.C. §362(d)
TO ALLOW ADVANCEMENT OF SUCH DEFENSE COSTS**

Upon the *Motion By XL Specialty Insurance Company For An Order (1) Finding the Automatic Stay Inapplicable to the Advancement of Defense Costs Under a Side A D&O Insurance Policy, or (2) Alternatively, Lifting the Stay Under 11 U.S.C. §362(d) To Allow Advancement of Such Defense Costs*, dated _____ (the “Motion”), and it appearing that due and proper notice of the Motion has been given, and that no other or further notice need be given; and upon due deliberation and sufficient cause appearing therefor; it is hereby:

ORDERED that the Motion is granted to the extent set forth herein; and it is further

ORDERED that the proceeds of Cornerstone A-Side Management Liability Policy No. ELU139030-15 (the “Side A Policy”) do not constitute property under the estate under 11 U.S.C. § 541; and it is further

ORDERED that the automatic stay is inapplicable to the advancement of defense costs under the Side A Policy; and it is further

ORDERED that the automatic stay, to the extent applicable, is lifted under 11 U.S.C. §362(d) to allow advancement of defense costs under the Side A Policy; and it is further

ORDERED that no modification of the Side A Policy is affected by this Order, and any and all such advancements and payments by XL that are authorized by this Order shall have the effect provided in the Side A Policy, including reducing the Side A Policy's limits of liability in accordance with its terms; and it is further

ORDERED that nothing in this Order shall constitute (1) a waiver, modification or limitation of XL's reservation of all of its rights, remedies and defenses under the Side A Policy and otherwise, (2) a waiver, modification or limitation of any of the terms or conditions of any policy or (3) a finding that such sums are due and owing, or in what amount, under the Side A Policy; and it is further

ORDERED, that the Court shall retain jurisdiction with respect to all matters arising from or related to the implementation of this Order.

Dated:

UNITED STATES BANKRUPTCY JUDGE